

POWER OF ATTORNEY AND CHANGE OF CORRESPONDENCE ADDRESS

With this submission, Commissariat A L'Energie Atomique ("Assignee") hereby does not revoke any previous powers of attorney given in any patent applications assigned to Assignee according to the USPTO assignment records (or assignment documents attached to this form in accordance with 37 CFR 3.73(b)). Assignee understands that execution of this document is required by the patent laws in order for the attorneys listed below to correspond with the patent office in the aforementioned patent applications and that this document does not create an attorney - client relationship with the practitioners listed below.

Commissariat A L'Energie Atomique
31-33 rue de la Federation
75015 Paris, France



hereby appoints the practitioners associated

with the Customer Number :

00043831

as attorney(s) or agent(s) to represent

Commissariat A L'Energie Atomique

before the United States Patent and

Trademark Office (USPTO) in connection with:



any and all patent applications assigned to _____

according to the USPTO assignment records; or



patent applications assigned to Commissariat A L'Energie Atomique

as indicated in licensing documents attached to this form in accordance with 37 CFR 3.73(b).



hereby appoints the following practitioner(s) :

Name	Registration No.

as attorney(s) or agent(s) to represent the undersigned before the United States Patent and Trademark Office (USPTO) in connection with:

OEA (ref: L6277)

ORIGINAL

XANTIMA LLO

PATENT LICENSE AGREEMENT**BETWEEN:**

XANTIMA LLO, a Nevada limited liability company having an office at 2215-B Renaissance Drive,
Suite 5, Las Vegas, Nevada 89119

Hereinafter referred to as "Licensee"

AND:

THE COMMISSARIAT A L'ENERGIE ATOMIQUE, a French public agency, having its principal
registered office at 81-83 rue de la Federation, 75016 Paris, France, represented by M. Bernard
Barbier, Director of the LETI (Laboratory of Electronics and Information Technologies of OEA)

Hereinafter referred to as "OEA"

OEA and Licensee may each be referred to individually as a "Party" or collectively as "Parties".

WHEREAS

1
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3 LICENSE GRANT

3.1 License terms

As of the date OEA receives the Up-Front License Fee of section 4.1, OEA hereby grants to Licensee and its Affiliates who accept, a worldwide license of all rights of any kind conferred by the Licensed Patents, including, without limitation, the rights to make, have made, develop, use, import, offer for sale, sell or otherwise dispose any products or services implementing all or part of the Licensed Patents in any field of use.

3.3 Subloensing

The licensee right includes the right for Licensee to grant and authorize sublicenses subject to the terms and conditions of this Agreement. Any sublicenses granted by Licensee under this Agreement shall be subordinate to the terms and conditions of this Agreement; provided, however, that no sublicense granted to any third party pursuant to the terms of this Agreement shall be terminable as a result of the termination of this Agreement, subject to the terms of section 9.4.

[illegible]

In witness whereof, the Parties have executed this Agreement in two (2) counterparts in English and two counterparts in French, having equal status, one of each for CEA and for Licensee.

For CEA

Signature

Printed Name

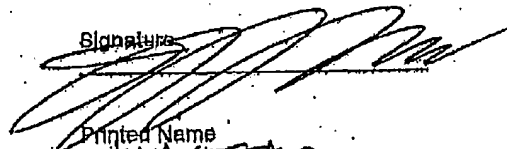
Title

~~Laurent WALTER~~
Adjoint au Directeur du LBTI
Animation des Programmes

Date

For XANTIMA LLC

Signature



Printed Name

Title

Date

EXHIBIT A-2

Patent Rights To Be granted on a non-exclusive basis

PRA's Reference	Country	Application Number	Date	Publication Number	Patent Number	Status	Date
PP1894	US	10/02404	30/01/2001	2003-161367		published	28/08/2003
	WO	01/00284	30/01/2001	01/56037		expired	30/08/2003
	FR	1184	31/01/2000	2004580		published	03/03/2001
	EP (DE GB IT)	010040018	30/01/2001		1252722	granted	23/06/2004
PP1104	US	10/00447	27/12/2001	2004-0047915		published	03/11/2004
	WO	01/04218	27/12/2001	02/064811		expired	27/08/2004
	FR	17225	10/12/2000	0310126	17225	granted	02/04/2004
	EP	010008807	27/12/2001	1346488		published	24/09/2008
PP1657	US	00/747292	12/11/1990		0700095	granted	25/03/1990
	FR	0614922	04/12/1995	2748014	0514322	granted	08/01/1998
	CA	2101501	28/11/1996			abandoned	11/02/2000
	EP (DE GB IT)				770877	granted	14/03/2002
PP1654	US	00/668250	07/11/1997		0063504	granted	05/10/1999
	FR	0614071	29/11/1998	2766892	0314071	granted	03/01/1999
	EP (DE GB IT)	074020866	27/11/1997	045887		published	03/03/1998
PP1038	US	10/030150	20/07/2000			filed	20/07/2000
	WO	00/02177	28/07/2000	01/10051		expired	28/03/2003
	FR	0008947	30/07/1999	2707122		published	02/02/2001
	EP (DE GB IT NL)	000580447	28/07/2000	1108886		published	24/04/2002
PP2034	US	10/04848	13/05/2001	20020198285		published	13/02/2004
	WO	01/01828	13/08/2001	01/07308		expired	13/12/2004
	FR	007561	14/08/2000	2810477	007561	granted	23/07/2002
	EP (DE GB IT NL)	010464123	18/08/2001	1200008		published	12/03/2003
PP2095	US	10/050815	27/12/2001	20040022800		published	02/05/2004
	WO	01/04214	27/12/2001	02/064612		expired	27/08/2004
	FR	17205	29/12/2000	2810128	17205	granted	21/03/2003
	EP	010008805	27/12/2001	1346400		published	24/09/2003
PP1776	US	00/701901	02/03/1999			filed	02/03/1999
	WO	00/01287	02/05/1999	98/03878		expired	02/02/2000
	FR	98 00952	03/08/1999	2 778 590	1004535	abandoned	08/04/2003
	CA		02/05/1999			abandoned	19/10/2000
PP1878	EP (FR DE GB IT)	990236402	02/05/1999		1004535	granted	04/12/2002
	US	00/530511	30/03/2000		0078338	granted	13/01/2004
	FR	0004172	02/04/1999	2701841	0004172	granted	11/05/2001
	EP (DE GB IT)	004008777	30/03/2000		1041780	granted	26/02/2004
PP1897	US	00/565889	20/06/2000			filed	20/06/2000
	FR	0008300	20/06/1999	2705894	0008300	granted	05/10/2001
	EP (DE GB IT)	004018184	26/06/2000		1006840	granted	08/04/2003
PP2051	US	00/036548	24/08/2001			filed	24/08/2001
	FR	0010081	28/08/2000	2813474	0010081	granted	13/12/2002
	EP (DE GB IT)	014022280	24/08/2001	1184006		published	08/03/2002

575

PTO/SB/06 (12-06)
Approved for use through 07/31/2006. OMB 0661-0031
U.S. Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE
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STATEMENT UNDER 37 CFR 3.73(b)Applicant/Patent Owner: Commissariat A L'Energie AtomiqueApplication No./Patent No./Control No.: 10/049,469 Filed/Issue Date: 2/12/2002Entitled: GENERATOR OF REPETITIVE SETS OF SPREAD SPECTRUM SEQUENCESCommissariat A L'Energie Atomique

(Name of Assignee)

a French Public Agency

(Type of Assignee: corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or
 2. ☐ an assignee of less than the entire right, title and interest
 (The extent (by percentage) of its ownership interest is _____ %)

In the patent application/patent identified above by virtue of either:

A. ☐ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or a true copy of the original assignment is attached.

OR

B. ☒ A chain of title from the inventor(s) of the patent application/patent identified above, to the current assignee as follows:

1. From: Norbert Daniele, et. al To: Commissariat A L'Energie Atomique

The document was recorded in the United States Patent and Trademark Office at
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2. From: _____ To: _____

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☐ Additional documents in the chain of title are listed on a supplemental sheet.

As required by 37 CFR 3.73(b)(1)(i), the documentary evidence of the chain of title from the original owner to the assignee was, or concurrently is being, submitted for recordation pursuant to 37 CFR 3.11.

[NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, to record the assignment in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

Gregory C. Raniere
 Signature

GREGORY C. RANIERI

Printed or Typed Name

Attorney at Law

Title

June 28, 2006

Date

503.439.6500

Telephone Number

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

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Form PTO-1595 (Rev. 03/05)
OMB No. 0651-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET PATENTS ONLY	
To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.	
1. Name of conveying party(ies) Commissariat A L'Energie Atomique Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies) Name: <u>Xenilma LLC</u> Internal Address: _____ Street Address: <u>2215-B Renaissance Drive, Suite 6</u> City: <u>Las Vegas</u> State: <u>NV</u> Country: <u>USA</u> Zip: <u>89119</u> Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3. Nature of conveyance/Execution Date(s): Execution Date(s) <u>Sept. 26, 2005</u> <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Joint Research Agreement <input type="checkbox"/> Government Interest Assignment <input type="checkbox"/> Executive Order 9424, Confirmatory License <input checked="" type="checkbox"/> Other <u>Patent License Agreement (Redacted)</u>	4. Application or patent number(s): <input type="checkbox"/> This document is being filed together with a new application. A. Patent Application No.(s) <u>10/049,469</u> B. Patent No.(s) Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
5. Name and address to whom correspondence concerning document should be mailed: Name: <u>Berkeley Law & Technology Group, LLC</u> Internal Address: <u>012.P35009</u> Street Address: <u>1700 NW 167th Place, Suite 240</u> City: <u>Beverton</u> State: <u>Oregon</u> Zip: <u>97006</u> Phone Number: <u>503.439.6500</u> Fax Number: <u>503.439.6558</u> Email Address: _____	6. Total number of applications and patents involved: <u>1</u> 7. Total fee (37 CFR 1.21(h) & 3.41) \$ <u>40.00</u> <input type="checkbox"/> Authorized to be charged by credit card <input checked="" type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed <input type="checkbox"/> None required (government interest not affecting title)
8. Payment Information a. Credit Card Last 4 Numbers _____ Expiration Date _____ b. Deposit Account Number <u>60-3703</u> Authorized User Name <u>Howard A. Skelsi</u>	
9. Signature: <u>Gregory C. Ranieri</u> <u>6/28/06</u> <div style="display: flex; justify-content: space-between;"> Signature Date </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <u>GREGORY C. RANIERI</u> Name of Person Signing <div style="border: 1px solid black; padding: 2px; text-align: center;"> Total number of pages including cover sheet, attachments, and documents: 8 </div> </div>	

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

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CEA (ref: L6277)

ORIGINAL

XANTIMA LLC

PATENT LICENSE AGREEMENT**BETWEEN:**

XANTIMA LLC, a Nevada limited liability company having an office at 2215-B Renaissance Drive,
Suite 5, Las Vegas, Nevada 89119

Hereinafter referred to as "Licensee"

AND:

THE COMMISSARIAT A L'ENERGIE ATOMIQUE, a French public agency, having its principal
registered office at 31-33 rue de la Federation, 75015 Paris, France, represented by M. Bernard
Barbier, Director of the LETI (Laboratory of Electronics and Information Technologies of CEA)

Hereinafter referred to as "OEA"

CEA and Licensee may each be referred to individually as a "Party" or collectively as "Parties".

WHEREAS

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- 1.8 "Licensed Patents" means each of the patents and pending patent applications as listed in *Exhibit A-1*, *Exhibit A-2*, hereto, and all reissues, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications, and divisions of such patents and applications; and foreign counterparts to any of the foregoing including without limitation utility models.

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As of the date CEA receives the Up-Front License Fee of section 4.1, CEA hereby grants to Licensee and its Affiliates who accept, a worldwide license of all rights of any kind conferred by the Licensed Patents, including, without limitation, the rights to make, have made, develop, use, import, offer for sale, sell or otherwise dispose any products or services implementing all or part of the Licensed Patents in any field of use.

3.3 Sublicensing

The license right includes the right for Licensee to grant and authorize sublicenses subject to the terms and conditions of this Agreement. Any sublicenses granted by Licensee under this Agreement shall be subordinate to the terms and conditions of this Agreement; provided, however, that no sublicense granted to any third party pursuant to the terms of this Agreement shall be terminable as a result of the termination of this Agreement, subject to the terms of section 9.4.

6.1 Conduct of Prosecution and Maintenance of Licensed Patents

The conduct of the filing, prosecution or maintenance of Licensed Patents shall be under the Licensee's sole control and liability, provided that Licensee shall keep CEA duly informed on such matters, on a regular basis, and at least every year, Licensee agrees to consult with CEA regarding filing any continuations in part that are Licensed Patents.

5.3 Costs of filing prosecution and maintenance.

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[illegible]

For XANTIMA LLC

Signature

~~Printed Name~~

Title

ANALYZED REPRESENTATIVE

Date _____

26 SEP 2005

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EXHIBIT A-1

Patent Rights To Be granted on an exclusive basis

DEA's references	Country	Application Number	Date	Publication Number	Patent Number	Status	Date
DD1002	US	09/186544	06/10/1996	2770069	6847112	granted	12/02/2002
	FR	0713238	22/07/1997		0718288	granted	19/11/1999
	EP (DE GB IT)	88402607/D	20/10/1998		017288	granted	22/12/2004
DD1633	US	09/186542	06/10/1996	2770060	6849109	granted	19/02/2002
	FR	0713239	22/07/1997		0718289	granted	19/11/1999
	EP (DE GB IT)	88402608/2	20/10/1998		017288	published	19/05/1999
DD1694	US	09/166549	06/10/1996	2770058	6836947	granted	01/01/2002
	FR	0719237	22/10/1997		0713287	granted	19/11/1999
	EP (DE GB IT)	88402605/A	20/10/1998		011094	granted	22/12/2004
DD1746	US	09/266019	12/03/1999	2776868	6414949	granted	02/07/2002
	FR	0603585	24/03/1998		0803686	granted	06/05/2000
	EP (DE GB IT)	09400700/3	22/03/1999		045985	granted	18/05/2005
	OA	2266610	22/03/1999			filed	24/11/2003
DD1816	US	09/263268	10/09/1999	2788987	6621856	granted	16/09/2003
	FR	0811836	11/09/1998		086188	published	31/03/2000
	EP (DE GB IT)	09402221/8	09/09/1999			published	16/03/2000
DD1806	US	09/598372	21/06/2000	2795883	6819808	granted	11/02/2004
	FR	0808476	01/07/1999		0808476	granted	17/08/2004
	EP (DE GB IT)	00401867/8	29/05/2000		1085787	published	03/01/2001
DD2117	US	10/020414	19/12/2001	2003-145111	0010929	published	31/07/2003
	FR	0016929	22/12/2000			granted	31/01/2003
	EP (DE GB IT)	01403317/9	20/12/2001			published	26/08/2002
DD2222	US	10/412195	11/04/2003	2004-52303	204618	published	18/03/2004
	FR	204618	12/04/2002			granted	21/05/2004
	EP	03100870/7	10/04/2003			published	18/08/2004
	JP	2003/106948	10/04/2003			published	07/11/2003

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EXHIBIT A-2

Patent Rights To Be granted on a non-exclusive basis

CEA's reference	Country	Application Number	Date	Publication Number	Patent Number	Status	Date
DD1884	US	10/182404	30/01/2001	2003-161387		published	23/04/2003
	WO	01/00284	30/01/2001	01/68037		expired	30/09/2003
	FR	1184	31/01/2000	2804680		published	03/09/2001
	EP (DE GB IT)	01804001/3	30/01/2001		1262722	granted	23/06/2004
DD2104	US	10/460447	27/12/2001	2004-0047316		published	03/11/2004
	WO	01/04213	27/12/2001	02/064811		expired	27/08/2004
	FR	17286	18/12/2000	2819126	17286	granted	02/04/2004
	EP	01888660/7	27/12/2001	1946488		published	24/09/2003
DD1467	US	00/747262	12/11/1996		5789035	granted	25/08/1998
	FR	0614322	04/12/1996	2742014	0614322	granted	09/01/1998
	CA	2101551	28/11/1996			abandoned	11/28/2000
	EP (DE GB IT)				778677	granted	14/08/2002
DD1684	US	08/966250	07/11/1997		5863584	granted	06/10/1999
	FR	9614671	28/11/1996	2766892	9614671	granted	08/01/1998
	EP (DE GB IT)	07402865/6	27/11/1997	846887		published	03/06/1998
DD1936	US	10/030158	28/07/2000			filed	28/07/2000
	WO	00/02177	28/07/2000	01/10051		expired	28/03/2003
	FR	9909947	30/07/1999	2787122		published	02/02/2001
	EP (DE GB IT NL)	00958644/7	28/07/2000	1188896		published	24/04/2002
DD2034	US	10/049468	13/06/2001	20020136265		published	13/02/2004
	WO	01/01828	13/06/2001	01/87398		expired	13/12/2004
	FR	007681	14/06/2000	2810477	007681	granted	26/07/2002
	EP (DE GB IT NL)	01945412/3	13/06/2001	1290808		published	12/03/2003
DD2085	US	10/460816	27/12/2001	20040022300		published	02/05/2004
	WO	01/04214	27/12/2001	02/064612		expired	27/08/2004
	FR	17286	29/12/2000	2819126	17286	granted	21/03/2003
	EP	01888660/5	27/12/2001	1946480		published	24/09/2003
DD1776	US	09/701391	02/06/1999			filed	02/06/1999
	WO	98/01287	02/06/1999	99/63678		expired	02/02/2000
	FR	98 06952	03/06/1998	2 778 590	1084536	abandoned	09/04/2003
	OA		02/06/1999			abandoned	19/10/2000
DD1873	EP (FR DE ES GB IT)	89923648/2	02/06/1999		1084536	granted	04/12/2002
	US	09/538511	30/03/2000			granted	13/01/2004
	FR	9904172	02/04/1998	2781841	9904172	granted	11/05/2001
	EP (DE GB IT)	00400877/7	30/03/2000		1041730	granted	26/02/2004
DD1897	US	09/595893	20/06/2000			filed	20/06/2000
	FR	9808308	29/06/1999	2785694	9908308	granted	06/10/2001
	EP (DE GB IT)	00401816/4	26/09/2000		1086849	granted	09/04/2003
DD2061	US	09/836548	24/08/2001			filed	24/08/2001
	FR	0010981	28/08/2000	2813474	0010981	granted	13/12/2002
	EP (DE GB IT)	01402223/0	24/08/2001	1184998		published	06/03/2002

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